

SUBCONTRACT BETWEEN

(Agency)

AND

(Consultant)

This Subcontract is entered into between _____, located at _____ hereafter referred to as the "Agency" and _____, located at _____ hereinafter referred to as the "Consultant."

WHEREAS, Miami-Dade County through its Department of Housing and Community Development has entered into a contract with the Agency, and

WHEREAS, the Agency desires to engage the Consultant to perform _____ (type of service) consultation services stated herein:

NOW, THEREFORE, the Agency and the Consultant mutually agree as follows:

I. **SCOPE OF SERVICES**

The Consultant agrees to perform _____ (type of service) which includes _____ (description of service)

The Consultant agrees to adhere to and be governed by the satisfactory performance of all items as stated above, subject to the review and acceptance of the Agency.

II. **TIME OF PERFORMANCE**

This Subcontract shall be in effect during the period of _____, 20____ through _____, 20____. All services shall be undertaken and performed in such sequence as to assume, their expeditious completion in light of the purposes outlined herein; but in any event, all of the services herein shall be completed at the expiration of this Subcontract, which shall be no later than the expiration of the contract between the Department of Housing and Community Development and the Agency.

III. **METHOD OF PAYMENT**

The Agency agrees to pay the Consultant at the rate of _____, and that one lump sum payment will be made. (Other method of payment may be stipulated herein.)

IV. **MAXIMUM COMPENSATION**

It is expressly understood and agreed that in no way will the total compensation to be paid for the services in this Subcontract exceed the maximum sum of \$ _____.

V. **TERMS AND CONDITIONS**

This Subcontract is subject to all the regulatory and other requirements of the contract between Miami-Dade County’s Department of Housing and Community Development and the Agency.

The Consultant understands and agrees that the Miami-Dade County is not a party to this Subcontract and has no obligation to the Consultant.

The Agency is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement, or leave benefits, for the Consultant or employees of the Consultant that are normally available to direct employees of the Agency. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this Subcontract.

VI. **TERMINATION**

The Agency and the Consultant agree to cooperate in carrying out the purpose of this Subcontract. Failure to do so by either party, or violation of any terms and conditions of this Subcontract by either of the parties shall warrant termination of this Subcontract provided notification is given in writing within ten (10) calendar days prior to the termination date.

VII. **ALL TERMS AND CONDITIONS INCLUDED**

This Agreement and its attachments as referenced (Attachment A – Certification Regarding Lobbying) contain all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this two (2) page Subcontract to be executed by their undersigned officials as duly authorized.

CONSULTANT

AGENCY

BY: _____
Signature

BY: _____
Signature

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

WITNESSES
